

## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

**NOTE:** This form must be read and signed before entry into the Homer Education Recreation Center. Signing this waiver means you understand **you could get sick or injured** by participating in recreation programs at the HERC. You agree that **you (or your child) are participating at your own risk.**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In consideration of the City of Homer permitting my entry into the Homer Education Recreation Center and/or for the use of its facilities, equipment, programs, and classes, I hereby agree to the following:

### **I. RECITALS.**

1. “Activities” means use of the HERC’s fitness facility, equipment, fitness programs, sports programs, recreation programs, education classes, sports clubs, gaming, and all other classes and events offered at the HERC.
2. “City of Homer” means the City of Homer, Alaska and its employees, officials, officers, agents, directors, administrators, staff members, volunteers, subsidiaries, successors, representatives, attorneys, independent contractors, and all other related persons and associated organizations.
3. “Claims, suits, and actions” will be construed liberally to mean any and all actions, accounts, bonds, causes of action, charges, claims, contracts, damages, demands, executions, expenses, indemnities, liabilities, losses, penalties, proceedings, and suits of any nature.
4. “HERC” means the Homer Education and Recreation Center.
5. “Risk” means personal property damage or loss, illness (including COVID-19), personal injury, including mental or emotional injury, bodily injury, serious bodily injury, disfigurement, permanent disability, paralysis, and death.

### **I. RISK ACKNOWLEDGMENT.**

I ACKNOWLEDGE AND AGREE:

1. I understand the use of the HERC facility and participation in the Activities involves certain Risks, both known and unanticipated, which could result in ILLNESS

(including COVID-19), PERSONAL INJURY, INCLUDING MENTAL AND EMOTIONAL INJURIES, BODILY INJURY, SUBSTANTIAL BODILY INJURY, DISFIGUREMENT, PERMANENT DISABILITY, PARALYSIS, OR DEATH TO MYSELF or harm to my property.

2. I understand that use of the HERC facility or participating in an Activity has unknown Risks. These Risks may be caused by my own actions or inactions, by the actions or inactions of third-parties, by the conditions in which the HERC facility or its Activities take place, and/or due to the negligence of the City of Homer.
3. I understand there are OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur to the extent permitted by law as a result.

## **II. WAIVER AND RELEASE OF LIABILITY.**

In exchange for the use of the HERC facility or participation in its Activities, I, on my own behalf, and on behalf of my heirs, executors, personal representatives or assigns, and next of kin, HEREBY UNCONDITIONALLY WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the CITY OF HOMER, its employees, officials, officers, agents, directors, administrators, staff members, volunteers, subsidiaries, successors, representative, attorneys, independent contractors, and all other related persons and associated organizations from all liability, claims, suits, actions, demands, losses, for damages arising out of my use of the HERC facility or participation in its Activities.

## **III. INDEMNIFICATION AND HOLD HARMLESS.**

I agree to INDEMNIFY AND HOLD the CITY OF HOMER, its employees, officials, officers, agents, directors, administrators, staff members, volunteers, subsidiaries, successors, representatives, attorneys, independent contractors, and all other related persons and associated organizations HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys' fees, as a result of my use of the HERC facility or participation in any Activities, and to reimburse them for such expenses incurred. My agreement to INDEMNIFY AND HOLD HARMLESS extends to my heirs, executors, personal representatives or assigns, and next of kin.

## **IV. EFFECT OF THIS AGREEMENT.**

1. By freely and voluntarily entering into this release, I acknowledge that I have given up legal rights and/or possible claims, which I might otherwise assert or maintain against the City of Homer, including but not limited to, claims, suits, and actions,

resulting from or related to any, and all, negligent acts and omissions by the City of Homer.

2. The terms of this release are contractual and not a mere recital.

## **V. SEVERABILITY.**

I expressly agree that the foregoing waiver of liability, assumption of risks and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Alaska and that if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

## **VI. ACKNOWLEDGEMENT OF UNDERSTANDING.**

I have read this waiver of liability, assumption of risk, and indemnity agreement, and I understand its terms, also I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

## **READ BEFORE SIGNING**

**I certify that I have read and understood this Waiver and Release of Liability, Assumption of Risk, and Indemnification Agreement and in consideration of your accepting my entry into a City of Homer recreation facility or program, I, for myself and anyone entitled to act on my behalf, waive and forever release and discharge the City of Homer, its employees, officials, officers, agents, directors, administrators, staff members, volunteers, subsidiaries, successors, representatives, attorneys, independent contractors, and all other related persons and associated organizations from negligence claims, suits, or actions arising out of my participation in (or as a spectator of) any program, class, or use of any facility.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent's/Legal Guardian's signature if under 18 years of age:** I represent that I have legal capacity and authority to act on behalf of the minor named herein.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_